



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Handwritten initials: ZZW and AS

<p>In re application of: ASHBY</p> <p>Serial No.: 09/897,593</p> <p>Filed: June 29, 2001</p> <p>Title: PROJECT DOCKET MANAGEMENT APPARATUS AND METHOD</p>	<p>Group Art Unit: 3621 Examiner: P. E. Elisca Docket: HALO-P005</p> <p>CERTIFICATE OF MAILING I hereby certify that this correspondence is being mailed first class postage prepaid to the Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on December 21, 2004.</p> <p>Signed: /Cassandra Reynolds/ Cassandra Reynolds</p>
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APPEAL BRIEF

Commissioner for Patents

Dear Sir:

In response to the Final Office Action mailed July 21, 2004, Applicant submitted a Notice of Appeal on October 21, 2004. The following Appeal Brief is submitted within the statutory time of Two Months from the Notice of Appeal along with the required fee of \$250. Applicant requests that all deficits and credits be referenced to Deposit Account No. 502284 order HALO-P005-US.

REAL PARTY IN INTEREST

Halo Management, LLC is the assignee of the subject patent application.

RELATED APPEALS AND INTERFERENCES

None.

STATUS OF CLAIMS

Claims 1-25 were rejected in the Final Office Action mailed July 21, 2004. The pending claims are attached hereto as an Appendix.

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STATUS OF AMENDMENTS

Claims 1-25 were filed in the original application. Amendments were filed June 30, 2003, July 1, 2003, December 3, 2003 and April 21, 2004. The final rejection was mailed July 21, 2004. A Notice of Appeal was filed October 21, 2004. No Amendments are pending.

SUMMARY OF INVENTION

The invention provides a project docket management system that is flexible and capable of managing tasks, events and due dates, while communicating the updated information to all necessary project personnel. In addition, the invention selectively provides access to authorized personnel at various levels who can selectively add, modify and read project records depending on their access level.

An exemplary embodiment of a project docket management apparatus includes a processor configured to execute a control program and communicate with a user. In a typical aspect, the processor is located in a server computer. The user is one of the personnel assigned to a given project and has authorization to log into the server and access a database of records. The user communicates with the processor to selectively add, modify and read project records depending on the user's access level. If the user is an administrator, he has full control over the database records. If the user has a lower access level, he may only be able to view records, for example. The apparatus further includes a notification structure that periodically distributes information to project personnel based on predefined dates or activities. For example, the project personnel may be notified by e-mail when a date deadline is approaching, or when an action has been authorized or completed. In one aspect, a working group calendar is updated. In another aspect, certain personnel are notified depending on their attributes such as position, group or access level, for example, the client is notified of a request for approval.

In one aspect of the invention, one of the users is a service provider and another user is a client. The service provider is an administrator with full control over the database records while the client has restricted access permission and may only view the records. The notification structure distributes information to the users regarding certain tasks, accomplishments and upcoming due dates. Additionally, the client has the ability to authorize certain activities such as the filing of patent applications in specific countries. Once the notification is made and the

authorization received, the service provider can take action to complete the tasks based on the authorized instructions.

In another aspect, the invention can perform electronic communication with other computer systems. When this function is performed, the invention stores attributes of the communication, including, a date stamp.

In yet another aspect of the invention, various contracts that may include licenses can be stored and tracked. Often times, licenses grant parties patent rights that are useful to track in a project management system. This aspect includes the ability to track contracts and respective rights and obligations including payments in and payments out.

In many cases, service providers require an advance payment before performing certain tasks. To accommodate this need, one aspect of the invention employs an escrow function that records a payment by the client to an escrow account and notifies the service provider that the funds are available upon completion of the task. Once the task is performed the client releases payment to the service provider. In this manner, the service provider knows that the funds are available and the client knows that the funds will be disbursed only after the service provider completes the task. In one aspect, the invention incorporates license agreement payment in the escrow function as well as additional features such as a royalty rate calculator.

Advantages of the invention include the ability provide flexibility and capabilities of managing tasks, events and due dates, while communicating the updated information to all necessary project personnel. In addition, the ability to control access to authorized personnel at various levels allows users to selectively add, modify and read project records depending on their access level. Finally, the ability to selectively notify the project personnel based on predefined dated or activities keeps all personnel up to date on the project.

ISSUES

1. Whether the Examiner has met the burden of proving that claims 1-12 are obvious in view of Whitmyer (Pat. No. 5,895,468) and Brown (Pat. No. 6,571,141).
2. Whether the Examiner has met the burden of proving that claims 13-25 are obvious in view of Whitmyer '468, Brown and Biffar (Pat. No. 6,205,435).

GROUPING OF CLAIMS

1. Claims 1-5 stand or fall together.
2. Claims 6-10 stand or fall together.
3. Claims 11-12 stand or fall together.
4. Claims 13-17 stand or fall together.
5. Claims 18-25 stand or fall together.

ARGUMENT

In the Office Action mailed July 21, 2004, claims 1-12 were rejected under 35 USC §103 in view of Whitmyer '468 and Brown and claims 13-25 were rejected under 35 USC §103 in view of Whitmyer '468, Brown and Biffar.

Applicant respectfully submits that the claimed features are not fairly taught or suggested by the references either alone or in combination.

Prior Art Rejections Under 35 USC §103

A rejection under 35 USC §103 requires that the combined references suggest the claimed combination. (MPEP 706 and 2141 et seq.). To support a rejection under §103, the references must suggest the desirability of the claimed invention. Obviousness can only be established by combining or modifying the teachings of the prior art to produce the claimed invention where there is some teaching, suggestion, or motivation to do so found either explicitly or implicitly in the references themselves or in the knowledge generally available to one of ordinary skill in the art. (MPEP 2143.01).

Under the Graham test, three factors must be evaluated: the scope and content of the prior art; the differences between the prior art and the claimed invention; and the level of ordinary skill in the art. (MPEP 706 and 2141 et seq.).

A. The Invention

The invention is directed to a computerized project management system that provides multi-user access and controls the access based on the user authorization level. The invention includes an administrative access control that allows an administrator to selectively grant access levels to project personnel (see Figs. 1B, 2 and 4A-B). The

invention further includes features recited in other claims as described below including electronic filing and docketing, synchronizing records, and contract payment tracking.

B. Whitmyer '468

Whitmyer '468 is directed to a client authorization system, which generates web pages for clients to authorize actions. In the latest Office Action, the Examiner states that Whitmyer includes “an authorization structure coupled to the processor and configured to selectively allows the users to log into the control structure and access the records to selectively add, modify and read project records depending on the user’s access levels.” The Examiner contends that it is “inherent to recognize that the item 14/update can add, edit modify and delete users respective attributes.”

Applicant contends that the Whitmyer reference does not provide any factual basis for the Examiner’s conclusions. In fact, Whitmyer does not teach or suggest any authorization structure whatsoever. Item 14 is a docket database. Whitmyer does not describe that the docket database 14 has anything at all to do with access levels, and certainly nothing that would allow users to “log into the control structure and access the records to selectively add, modify and read project records depending on the users’ access levels, the authorization structure including administrative access control that allows selectively granting access levels to project personnel” as required by claim 1. There is nothing “inherent” that a docket database would have anything at all to do with user attributes. Applicant specifically rejects such contention as having no basis in fact.

If fact, the Whitmyer reference describes no ability for clients to log into the system and to have selective access to the data. The Examiner acknowledges that “Whitmyer fails to explicitly disclose Applicant’s (sic) added limitation wherein the authorization structure including administrative access control that allows selectively granting access levels to project personnel.” There is no suggestion in Whitmyer to incorporate any administrative access functions because Whitmyer does not teach or suggest a multi-user collaborative project system as set forth in the presently claimed invention. Specifically, Whitmyer '468 does not teach or suggest providing an authorization structure to selectively grant

clients access to records, and which would allow a client to log into the computer system and be able to selectively add, modify or read project records based of their access levels.

C. Brown

Brown is directed to a security system for controlling access to motion control systems. Brown describes that the security system 110 places limits on what the motion control system designer can do when developing the application program 26 (col. 6 lines 41-43). The security system 110 compares the username and password with an internal database, set or list to determine the user's level of access. (col. 9 lines 30-32). Brown goes on to describe the difference between a program administrator access level and an other user. Brown's description is limited to managing motion control systems. Brown does not teach or suggest using his security system in combination with a project management program that would grant different users with different access levels different rights to add, modify or read project records.

D. Biffar

Biffar is directed to a self-contained payment system with circulating digital vouchers. Biffar describes as technique for circulating digital vouchers with attached logs which contain a history of the transactions experienced by the voucher. This includes the creation and use of a digital voucher as the voucher circulates through the self-contained payment system.

The only references to an escrow account 30 are located in the Summary, col. 10 line 59, col. 13 line 58, and Fig. 4. The description of the escrow account is limited to describing it with reference to a bank account, for example, "[v]alue is transferred into an account by creating a digital voucher representing the value in the bank. Simultaneously to the voucher being created, in a parallel transaction the actual dollar value is transferred into an escrow account in the bank." (see Summary col. 3 lines 54-58).

Biffar does not describe a "contract administrator structure configured to store agreed upon contract terms and an agreed upon a payment plan and deliverable plan between a

buyer of a predetermined service and a seller of a predetermined service.” Biffar does not describe an escrow structure “configured to record a deliverable representing the seller performing the predetermined service, and when the deliverable is delivered to and approved by the buyer, to transfer from the escrow account the amount of money equal to the agreed upon payment plan.”

E. No Suggestion to Combine the References to Create the Claimed Invention

The Whitmyer ‘468 reference, Brown reference and Biffar reference do not offer any suggestion for combination. Whitmyer is directed to a legal docketing system that provides web pages for clients to approve actions. Brown is directed to a security system for motion control sensors. Biffar is directed to a voucher payment system. There is simply no suggestion in these references to combine them. Further, there is no suggestion that a forced combination of the references would result in the claimed invention. These are required elements for the references to serve as §103 rejections. (MPEP 2143.01). Consequently, Applicant requests that the Board overturn the Examiner’s rejections as described below with respect to the pending claims.

GROUP 1 (Claims 1-5)

Claims 1-5 are directed to aspects involving project access and docket administration.

Amended claim 1 recites an authorization structure as follows:

“an authorization structure coupled to the processor and configured to selectively allow the users to log into the control structure and access the records to selectively add, modify and read project records depending on the users’ access levels, the authorization structure including administrative access control that allows selectively granting access levels to project personnel”

The authorization structure in the present invention is valuable since it supports security level access grants to any of a number of project personnel. This means that certain project personnel can have full read/write access while others have read-only access and while still others have no access.

Whitmyer ‘468 and Brown do not teach or suggest an authorization structure as claimed in claims 1-5. Applicant submits that the cited references do not teach or suggest the claimed invention, and therefore, cannot serve as a §103 references to reject claims 1-5. Consequently, Applicant requests that the Board overturn the Examiner’s rejection of claims 1-5.

GROUP 2 (Claims 6-10)

Claim 6 is written in independent form substantially as originally submitted. Claims 6-10 are directed to aspects involving e-filing with another computer system. Specifically, claim 6 recites the elements of originally submitted claim 1 and further:

wherein the communication structure includes an electronic filing structure configured to electronically file a document with another computer system; and

wherein the memory is configured to store attributes of the document including a date stamp.

Whitmyer '468 and Brown do not teach or suggest the elements set forth in claims 6-10 including filing documents with other computer systems and storing associated attributes as claimed in claims 6-10. Applicant submits that the cited references do not teach or suggest the claimed invention, and therefore, cannot serve as a §103 references to reject claims 6-10. Consequently, Applicant requests that the Board overturn the Examiner's rejection of claims 6-10.

GROUP 3 (Claims 11-12)

Claims 11-12 depend from claim 1 and are directed to aspects involving synchronization. Specifically, claim 11 recites:

the control structure is configured to synchronize records with a remote computer by flagging downloaded records sent to the remote computer, and at a later time, comparing any uploaded records received from the remote computer, and reconciling the records.

Whitmyer '468 and Brown do not teach or suggest synchronizing files with another computer system, and then reconciling the records as claimed in claims 11-12. Applicant submits that the cited references do not teach or suggest the claimed invention, and therefore, cannot serve as a §103 references to reject claims 11-12. Consequently, Applicant requests that the Board overturn the Examiner's rejection of claims 11-12.

GROUP 4 (Claims 13-17)

Claims 13-17 depend from claim 1 and are directed to aspects involving contract administration. Specifically, claim 13 recites:

a contract administrator structure configured to store agreed upon contract terms and an agreed upon a payment plan and deliverable plan between a buyer of a predetermined service and a seller of a predetermined service;

an escrow structure configured to record a deposit representing an amount of money in an escrow account, according to the agreed upon payment plan; and

wherein the escrow structure is configured to record a deliverable representing the seller performing the predetermined service, and when the deliverable is delivered to and approved by the buyer, to transfer from the escrow account the amount of money equal to the agreed upon payment plan.

Whitmyer '468, Brown and Biffar do not teach or suggest contract administration as claimed in claims 13-17. Specifically, neither Whitmyer '468, Brown nor Biffar mention anything about contract terms, a payment plan and an escrow structure recited in the claims. Biffar mentions an escrow account in a bank, but does not teach or suggest the claims in combination with the other references. Applicant submits that the cited references do not teach or suggest the claimed invention, and therefore, cannot serve as a §103 references to reject claims 13-17. Consequently, Applicant requests that the Board overturn the Examiner's rejection of claims 13-17.

GROUP 5 (Claims 18-25)

Claims 18-25 pertain to a project managed between a buyer and seller where the project includes a payment plan and staged escrow. Specifically, claim 18 recites:

the buyer and seller agreeing on a payment plan and deliverable plan;

the buyer depositing an amount of money in an escrow account, according to the agreed upon payment plan; and

the seller performing the predetermined service, and when the deliverable is delivered to and approved by the buyer, receiving from the escrow account the amount of money equal to the agreed upon payment plan;

the seller maintaining an electronic docket related to the project to insure that predetermined deadlines are met.

Whitmyer '468 and Brown do not teach or suggest project management as claimed in claims 18-25. Specifically, neither Whitmyer '468 nor Brown mention anything about contract terms, a payment plan and an escrow structure. Applicant submits that the cited references do not teach or suggest the claimed invention, and therefore, cannot serve as a §103 references to reject claims 18-25. Consequently, Applicant requests that the Board overturn the Examiner's rejection of claims 18-25.

CONCLUSION

For the reasons set forth above, Applicant requests that the Board overturn the Examiner's rejections and pass the claims to issue.

If any matters can be resolved by telephone, Applicant requests that the Patent and Trademark Office call the Applicant at the telephone number listed below.

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APPENDIX

PENDING CLAIMS

1. (previously amended) A project docket management apparatus comprising:
 - a control structure including a processor configured to execute a control program and communicate with a user;
 - a memory coupled to the processor and configured to store a plurality of records associated with a project, and a plurality of records storing attributes including access levels associated with a plurality of users;
 - an authorization structure coupled to the processor and configured to selectively allow the users to log into the control structure and access the records to selectively add, modify and read project records depending on the users' access levels, the authorization structure including administrative access control that allows selectively granting access levels to project personnel; and
 - a communication structure coupled to the processor including a notification structure configured to periodically distribute information to project personnel based on predefined criteria including dates or activities.
2. (original) The apparatus of claim 1, wherein:
 - the authorization structure provides the ability for a user with an administrative access level to add, edit, modify and delete users and their respective attributes including access levels.
3. (original) The apparatus of claim 1, wherein:
 - the notification structure is configured to notify a predetermined group of users in advance of a predetermined deadline based at least in part on the users' attributes.
4. (original) The apparatus of claim 1, further comprising:
 - an approval structure coupled to the processor and configured to receive an approval from a client user regarding a predetermined task, and to notify appropriate project personnel to perform the predetermined task.
5. (original) The apparatus of claim 1, wherein:

the memory is configured to store documents along with attributes including a date stamp; and

the communication structure is configured to electronically publish a document on the Internet and display the date stamp attribute associated therewith.

6. (previously amended) A project docket management apparatus comprising:

a control structure including a processor configured to execute a control program and communicate with a user;

a memory coupled to the processor and configured to store a plurality of records associated with a project; and a plurality of records storing attributes including access levels associated with a plurality of users;

an authorization structure coupled to the processor and configured to selectively allow the users to log into the control structure and access the records to selectively add, modify and read project records depending on the users' access levels; and

a communication structure coupled to the processor including a notification structure configured to periodically distribute information to project personnel based on predefined criteria including dates;

wherein the communication structure includes an electronic filing structure configured to electronically file a document with another computer system; and

wherein the memory is configured to store attributes of the document including a date stamp.

7. (original) The apparatus of claim 6, wherein:

the communication structure is configured to decode electronic communications to determine dates relevant to the communication; and

the control structure is configured to docket the dates.

8. (original) The apparatus of claim 7, wherein:

the notification structure is configured to notify a predetermined group of users in advance of a predetermined deadline based at least in part on the users' attributes.

9. (original) The apparatus of claim 7, further comprising:
an approval structure coupled to the processor and configured to receive an approval from a client user regarding a predetermined task, and to notify appropriate project personnel to perform the predetermined task.
10. (original) The apparatus of claim 9, wherein:
the notification structure is configured to notify a predetermined group of users in advance of a predetermined deadline based at least in part on the users' attributes.
11. (original) The apparatus of claim 1, wherein:
the control structure is configured to synchronize records with a remote computer by flagging downloaded records sent to the remote computer, and at a later time, comparing any uploaded records received from the remote computer, and reconciling the records.
12. (original) The apparatus of claim 11, wherein:
the notification structure is configured to notify a predetermined group of users in advance of a predetermined deadline based at least in part on the users' attributes.
13. (original) The apparatus of claim 1, further comprising:
a contract administrator structure configured to store agreed upon contract terms and an agreed upon a payment plan and deliverable plan between a buyer of a predetermined service and a seller of a predetermined service;
an escrow structure configured to record a deposit representing an amount of money in an escrow account, according to the agreed upon payment plan; and
wherein the escrow structure is configured to record a deliverable representing the seller performing the predetermined service, and when the deliverable is delivered to and approved by the buyer, to transfer from the escrow account the amount of money equal to the agreed upon payment plan.
14. (original) The apparatus of claim 13, wherein:

the communication structure is configured to decode electronic communications to determine dates relevant to the communication; and
the control structure is configured to docket the dates.

15. (original) The apparatus of claim 14, wherein:
the notification structure is configured to notify a predetermined group of project personnel in advance of predetermined deadlines.

16. (original) The apparatus of claim 14, further comprising:
an approval structure coupled to the processor and configured to receive an approval from a client user regarding a predetermined task, and to notify appropriate project personnel to perform the predetermined task.

17. (original) The apparatus of claim 16, wherein:
the notification structure is configured to notify a predetermined group of project personnel in advance of predetermined deadlines.

18. (original) A method of managing a project between a buyer and seller comprising the steps of:
the buyer and seller agreeing on a payment plan and deliverable plan;
the buyer depositing an amount of money in an escrow account, according to the agreed upon payment plan; and
the seller performing the predetermined service, and when the deliverable is delivered to and approved by the buyer, receiving from the escrow account the amount of money equal to the agreed upon payment plan;
the seller maintaining an electronic docket related to the project to insure that predetermined deadlines are met.

19. (original) The method of claim 18, further comprising the steps of:
the seller entering information related to the project into a server computer stored as records, where the server computer is accessible over a computer network;

the seller granting access to the buyer to view information related to the project; and
the buyer accessing the processor over the computer network to view status information related to the project.

20. (original) The method of claim 19, further comprising the steps of:
the buyer authorizing actions by the seller via a status information display generated by the server computer and communicated to the buyer over the computer network.

21. (original) The method of claim 19, further comprising the steps of:
the seller filing a document with another computer system via an electronic communication; and
automatically decoding the electronic communications to determine dates relevant to the communication;
docketing the dates; and
automatically notifying the seller of the dates in advance.

22. (original) The method of claim 21, further comprising the steps of:
the buyer authorizing actions by the seller via a status information display generated by the server computer; and
communicating the authorization to the seller over the computer network.

23. (original) The method of claim 19, further comprising the steps of:
synchronizing records between the server computer and a remote computer by flagging downloaded records sent to the remote computer, and at a later time, comparing any uploaded records received from the remote computer, and reconciling the records.

24. (original) The method of claim 19, further comprising the step of:
notifying the seller in advance of a predetermined deadline.

25. (original) The method of claim 23, further comprising the step of:
notifying the seller in advance of a predetermined deadline.